PO. NO. 611/PHD/P&C-162 **Dated 09/05/2013**

भाखड़ा ब्यास प्रबन्ध बोर्ड (विद्युत खण्ड)
मुख्य अभियन्ता, प्रणाली परिचालन/योजना एंव रूपांकन(पीपी),
बीबीएमबी, मध्य मार्ग, प्लाट 6-बी, सैक्टर-19बी,
चण्डीगढ़-160019 : टैलीफोन/फैक्स नं0. 0172-5046571
E-mail: dirpd@bbmb.nic.in

To

REGD A.D. M/s. Pinkcity Electronics Pvt.Ltd,
C-144A, Ashok Path, Opp.Community centre,
Shyam Nagar, Jaipur,
Pin:302019 (RAJ.) Fax No.0141-2297268

Memo No. /PHD/P&C-162 Dated_____/05/2013

Subject: Supply, Delivery, Testing & Demonstration of Leakage Current Meter (LCM) For Monitoring Health Of Lightening Arrestors for use of Protection & Testing (P&T)Cell, BBMB, Chandigarh against Specification No. BBMB/PHD/P&C-247 & and N.I.T.No. 333/PHD/P&C-162 dated 30.10.2012.

Dear Sirs**,**

Please refer to your offer submitted online on BBMB E-portal i.e. **http:bbmb.abcprocure.com** against NIT No.333/PHD/P&C-162 dated 30/10/2012 and subsequent upto date correspondence on the subject cited above. A detailed Purchase Order is hereby placed upon you for Supply, Delivery, Testing & Demonstration of 1 No. Leakage Current Meter (LCM), (Model - LCM 500 Make Doble Transinor, Norway) For Monitoring Health Of Lightening Arrestors for use of Protection & Testing (P&T) Cell, BBMB, Chandigarh at the Prices, Terms and Conditions as detailed hereunder and in **Annexure – A,B,C,D & E and Appendix – I & II.**

1. SCHEDULE OF PRICES

Amount in `

Sr. No.	Description	Qty.	Ex-works Price including packing and forwarding charges	Unit Freight & Transit insurance	Unit FOR destination prices	Total FOR destination Prices
a	b	c	d	e	f	g
1.	Supply, Testing & Demonstration at site of One No. Leakage Current Meter (LCM) (Model No.- LCM 500, Doble Transinor, Norway make) alongwith accessories as per Technical specification for P&T Cell, BBMB, Chandigarh	1	20,85,000	40,000	21,25,000	21,25,000
					TOTAL(Total FOR destination Prices	21,25,000

Rupees Twenty One Lac Twenty Five Thousand Only.

NOTES:-

1. The Excise duty is not applicable at present. If, applicable later on, shall be borne by the firm
2. The above FOR destination prices for material are exclusive of CST,Octroi /Entry Tax & Other duties/Taxes, which are payable as per actuals at the time of delivery but limited to the rates prevailing within the contractual delivery period. Present rate of CST is 2% against Form 'C'.
3. The Inspection & Demonstration of test set shall be carried out without any extra charges by the firm at respective BBMB site.
4. Bank charges, if any, shall be borne by the supplier.

2. TERMS OF PAYMENT

- **For supply of material**
  100% payment along with taxes and duties within 30 days after the receipt of material at site in good condition and according to specification, physical verification, successful inspection & demonstration at 400KV Substation BBMB(PW), Sewah, Panipat and record entry by the consignee in the relevant GR/MB.
- Bank charges if any will be borne by the supplier

3. PENALTY CHARGES

The penalty charges shall be governed by Clause no. 3 of **Annexure-B.**

4. DELIVERY PERIOD

The delivery of the equipments shall be governed by Clause no.1 of **Annexure-B.**

5. WARRANTY DEED

The Supplier shall furnish Warranty Deed on the Proforma attached as Appendix-I as per clause no. 8 & 9 of **Annexure-B.**

6. PERFORMANCE BANK GUARANTEE (PBG)

The Supplier shall furnish Performance Bank Guarantee on the Proforma attached as Appendix-II as per clause no. 10 of **Annexure-B**.

7. SECURITY DEPOSIT

The Earnest Money Deposit (EMD) furnished by the Supplier with the offer shall be converted into security deposit as a Guarantee for faithful and satisfactory execution of purchase order upto warranty period.

8. TECHNICAL REQUIREMENT

The equipment to be supplied shall be in accordance with BBMB Specification No. BBMB/PHD/P&C-247, read with supplier's offer and subsequent correspondence which shall from part of this purchase order. The Guaranteed Technical Particulars (GTPs) and salient features of the equipments mentioned above are attached at **Annexure –AI & AII** respectively**.**

9. TRAINING

The supplier shall provide the training free of cost to the satisfaction of BBMB personnal at BBMB's 400kV Substation, Panipat for one day to the staff to

make them well conversant with the equipment during inspection and demonstration as per Clause no.- 11 below. M.O.M shall contain reference to this aspect.

10. LITERATURE AND MANUAL

The supplier shall supply two sets of literature/User manuals having Operation, Maintenance and troubleshooting instructions alongwith schematic/circuit diagrams if any, of offered equipment to the purchaser. One set shall be supplied before calling for the inspection and second set shall be dispatched alongwith the equipment.

11. INSPECTION & DEMONSTRATION

The Supplier shall arrange demonstration and inspection at 220kV Substation BBMB, Dhulkote of offered test set along with accessories to check functionality/suitability of system in accordance with specification without any additional cost to purchaser. Any device/accessory required for inspection and demonstration except test specimen shall be arranged by the supplier. The final acceptance shall be conveyed after receiving successful inspection/demonstration report/M.O.M from end user. The equipment or part of it which fails during demonstration shall be rejected.

12. TRANSPORTATION, INSURANCE & HANDLING OF MATERIAL

The supplier shall be responsible for transportation, insurance and handling of material upto the destination station as per dispatch instructions. The material shall be dispatched by Road 'Freight Pre-paid'. The purchaser shall have the right to lodge claims for shortages/damages etc. if any during transit with supplier within 30 days of receipt of material. The settlement of such claim with the underwriters shall be supplier's responsibility. In such an event the consignee shall obtain an open delivery and certification from the Carrier.

13. COMPLETENESS OF THE EQUIPMENT

All accessories & apparatus whether specifically mentioned in the specification or not, but which are actually necessary for the completeness of the testing equipment, shall be deemed to have been included in the specification contract without any extra cost. All equipment shall therefore be complete in all respects/details whether such details are specified or not.

14. DESPATCH INSTRUCTIONS

i) The material shall be despatched after obtaining written despatch authorization from the purchaser. The material shall be despatched correctly to the consignee, under intimation to this office. If any consignment and/or its relevant documents are despatched to any incorrect address or destination, the additional expenses involved including demurrage, wharfage charges and delay in delivery shall be to the supplier's account.

ii) The material shall be despatched as per 'Despatch Instructions' detailed in **Annexure- D** enclosed.

iii) Despatch Instructions and the raising of invoices shall further be governed as per **Annexure-D.**

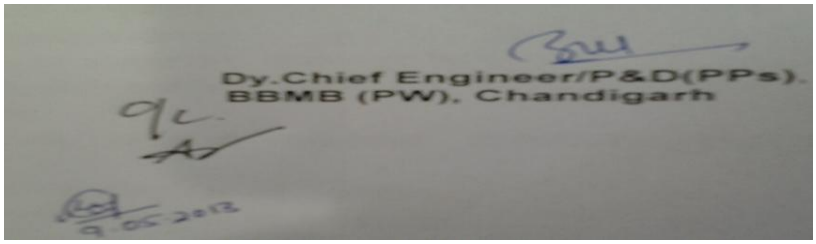
15. OTHER TERMS AND CONDITIONS

Other terms and conditions shall be as per the **Annexure-B** enclosed and to the extent modified by the provisions outlined above.

You are requested to acknowledge the receipt of this purchase order and return one copy of the same duly signed on each page of the purchase order by your authorized representative at the earliest in token of your unconditional acceptance of the same.

DA:-

1. Two Spare copies of P.O.
2. Annexure AI & AII, B, C, D & E
3. Appendix-I & II



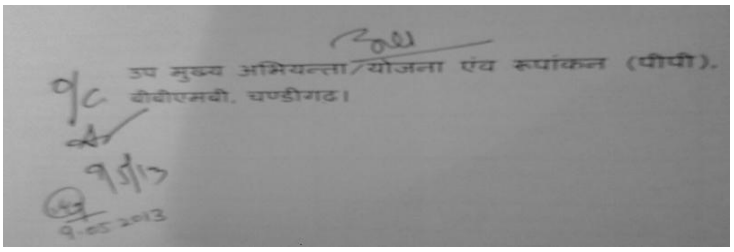
PO. NO. 611/PHD/P&C-162 **Dated 09/05/2013**

पृष्ठांकन स0. 1732-43/पीएचडी/पी एण्ड सी-162
दिनांक 9/05/13

1. विशेष सचिव ,बीबीएमबी ,चण्डीगढ़ ।
2. मुख्य अभियन्ता/पारेशण प्रणाली ,बीबीएमबी ,चण्डीगढ़।
3. मुख्य अभियन्ता/ प्रणाली परिचालन ,बीबीएमबी ,चण्डीगढ़।
4. अधीक्षण अभियन्ता/ओ. एण्ड एम,220केवी सबसटेशन, जमालपुर लुधियाना।
5. वित्तिय सलाहकार एवं मुख्य लेखा अधिकारी, बीबीएमबी, चण्डीगढ़।
6. निदेशक/पी एण्ड सी, बीबीएमबी ,चण्डीगढ़।
7. वरि0. कार्याकारी अभियन्ता/ओ एण्ड एम, 220के.वी सबस्टेशन, बीबीएमबी ,(विद्युत खण्ड) , धूलकोट(अम्बाला)।
8. उप निदेशक/ पी एण्ड टी प्रकोष्ठ बीबीएमबी ,(विद्युत खण्ड) ,चण्डीगढ़।
9. वरि0. लेखा अधिकारी, बीबीएमबी, मध्य मार्ग ,सैक्टर-19 बी ,चण्डीगढ़।
10. वरि0 लेखा अधिकारी, बीबीएमबी, धूलकोट(अम्बाला)।
11. उप मण्डल अधिकारी/स्टोर सब डबीजन ,बीबीएमबी ,(विद्युत खण्ड) ,धूलकोट(अम्बाला)।
12. Works Section O/O मुख्य अभियन्ता /प्रणाली परिचालन ,बीबीएमबी ,चण्डीगढ़।

इस खरीदारी को बीबीएमबी पावर विंग की मिडल स्तर क्रय समिति की दिनांक 06/03/2013 को हुई बैठक में स्वीकृति प्रदान की गई है जी, तथा वरि0. लेखा अधिकारी, बीबीएमबी, चण्डीगढ़ द्वारा क्रय आदेश को फाईल स0. पीएचडी/पी एण्ड सी-162 के टिप्पणी के नोटिंग पन्ना स0. 20 पर प्री आडिट किया गया।

सलंग्न/ उपरोक्तानुसार



ANNEXURE –A

GUARANTEED TECHNICAL PARTICULARS (GTPs) for Leakage Current Meter required for P&T Cell Chandigarh
N.I.T.No. 333/PHD/P&C-162dated 30.10.2012 against Tender Specification No. BBMB/PHD/P&C-247
Tenders opened on 17.12.2012

Sr. No.	Description	Required Parameters	As Remarks offered by M/s Pinkcity Electronics Private Limited	Bidder Remarks (M/s Pinkcity Electronics Private Limited)
1	Name & Manufacturer	Please Specify	Doble Transinor, Norway	Doble Transinor, Norway
2	Type & model	Please Specify	LCM 500	LCM 500
3	Principle of measurement	3rd Harmonic resistive Leakage Current with compensation for system voltage Harmonics as per IEC-60099-5 Method B2	Complied	Complied
4	Ranges i) Total Leakage current	Minimum upto 9mA	Complied	Complied
	b) 3rd Harmonics Resistive Leakage Current	Minimum upto 900µA	Complied	Complied
5	Accuracy a) Total Leakage Current	+5% of the reading or better	Complied	Complied
	b) 3rd Harmonics Resistive Leakage Current	+5% of the reading or better	Complied	Complied
6	Resolution a) Total Leakage Current	1µA or less	Complied	Complied
	b) Resistive Leakage Current	1µA or less	Complied	Complied
7	Power Supply	230V AC +10%, 50Hz. +5% Single Phase	Complied	Complied
8	Environment	Temp. 0 to 50 DegC	Complied	Complied
		Humidity 95% RH non condensing	Complied	Complied
9	Interface	RS 232/ USB/Ethernet	RS 232	RS 232
10	Memory Capacity	At least 1000 results	1000	1000
11	Ingress Protection	Not less then IP 54 (when top cover open)	Complied	Complied
12	EMC	As per International Standards. Please Specify.	Complied EN61000-6-4:2001, EN55011;1998 (incl A1,A2), EN61000-6-2:2005,	Complied

			EN61000-4-2:1995 (incl A1,A2), EN61000-4-3:2002 (incl A1), EN61000-4-4:2004 , EN61000-4-5:1995 (incl A1) , EN61000-4-6:1996 (incl A1) , EN61000-4-8:1993 (incl A1) EN61000 – 6 - 2:2005, EN61000-4-11:2004.	
13	Battery Back Up duration (AH) Please specify	Not less than 4 Hours.	8 hrs.	Complied
14	Whether the test kit is easily transportable in commercial vehicles such as Tata Sumo/Qualis etc? (Yes/No) Please specify Dimensions also.	Yes	Yes WXHXD: 470X357X176mm Wt.-10.5Kg	Yes
15	Whether the set of Accessories as per the clause no.-15, (XII) of Technical part is included in scope of supply. (Yes/No.)	Yes	Yes	Yes
16	Type of Display	LCD/LED	LCD	LCD
17	Diameter of clamp on CT	Not less than 50mm	Complied	Complied
18	Whether test kit displays value corrected to a fixed voltage and temperature (say 20°C) (Yes/No.)	Yes	Yes	Yes, as per LA Manufacturer data / correction table.
19	Whether the equipment is PC compatible? If so, specify that relevant hardware/software included in scope of supply ? (Yes/No.)	Yes	Yes	Equipment is PC compatible but Laptop / PC is not covered under our scope of supply. the necessary software will be supplied with equipment.

ANNEXURE –A-I

SALIENT FEATURES OF LEAKAGE CURRENT METER KIT

1. The Kit shall be portable, should be able to record Arrester ID and continues monitoring of Leakage current of one or more LAs in switchyards upto 400kV in energized conditions.

2. The kit shall be based on the principle of measurement of 3rd Harmonic Resistive current with compensation for harmonics in system voltages. It shall measure according to IEC-60099-5 method B2.

3. The kit shall include basic measuring unit with one set of leads and all accessories. The software to download data from the kit in CD/DVDs shall be included in the scope of supply.

4. The kit shall have LCD/LED backlit screen for displaying the measured parameters.

5. The kit shall be able to measure and display the following parameters in charged switchyards up-to 400kV.
   - Direct display of total leakage current of the LA
   - Direct display of **"Third Harmonic Resistive Leakage Current"** of the LA.
   - Direct display of **"Third Harmonic Resistive Leakage Current"** corrected to a fixed voltage and fixed temperature (say 20°C) .

6. The kit should be provided with suitable high accuracy clamp on current transformer and field antenna to measure parameters. The diameter of clamp on CT shall not be less than 50 mm.

7. The Data Management and analyzing software package shall perform the following functions:-
   - Preparing measurement by defining each arrester and arrester type with operational parameters/arrester system data.
   - Storing and downloading recorded leakage current data.
   - Keeping track of the arrester history by presenting recorded data.

8. The kit should have proven for repeatability of test results in charged switchyard conditions upto 400kV.

9. The kit shall be housed in tough transport case, as it will be extensively used for substations of BBMB spread over Punjab, Himachal, Delhi and Haryana. It should be light weighted and compact.

10. The kit should be operatable on inbuilt battery as well as on single phase AC 230V, 50 Hz supply in case of battery is fully discharged.

11. The battery should be rechargeable from single phase 230 VAC, 50Hz supply.

ANNEXURE –B

TERMS AND CONDITIONS OF BBMB

1. DELIVERY

1.1 Delivery period

Supply of items as stipulated in this contract shall be completed by supplier within ***10 weeks*** from the date of receipt of technically and commercially clear order.

In case the supplier is unable to complete whole or any item of supply within stipulated period, for recognized reasons of 'Force Majeure' mentioned in clause 2 below, he shall be responsible to furnish well in time sufficient documentary evidence to the satisfaction of the purchaser to prove the existence of conditions mentioned in the Clause 2, so as to justify grant of extension by the purchaser of the 'Delivery Period" mentioned above. Such extension will be granted by the purchaser for the period for which the completion of supply is proved, by the supplier, to have been delayed for the said reasons due to 'Force Majeure'. In case of delay in delivery, the dispatches shall be made only after obtaining written consent of the purchaser.

1.2 Extension of Delivery period

Any genuine delay in approval of technical details, drawings, issuance of amendment of purchase order, conducting inspection and approval of inspection tests/test certificates for allowing despatches, etc. will count towards extension of delivery period by corresponding period other than admissible under Force Majeure conditions, if any, substantiated by the supplier and duly accepted by the purchasing authority.

Date of delivery shall be taken as 7^{th} day after the date of readiness of material for inspection in case of purchase orders up to Rs. 5 lac and 14^{th} day after the date of readiness of material in case of purchase order more than Rs. 5 lac. provided the material offered passes the inspection and proof of despatch of material within seven days of the receipt of despatch authorization and road permit (wherever required) is given by the supplier. In case, however, the material fails during inspection at the works/site , as the case may be, either fully or partially or the material is not ready for inspection when the inspector visits the works for inspection, the re-inspection charges shall be recovered from the firm. The date of readiness of the material in this case will be reckoned with reference to the date from which the material/ equipment is offered to be ready for the re-inspection provided the material passes the inspection that follows the offer. The road permit shall be supplied by the consignee expeditiously to ensure the timely despatch of material. In case the material is not despatched within 7 days of the receipt of despatch authorization and the road permit (wherever required), date of delivery shall be taken as date of receipt of material by the consignee at site/store.

2. FORCE MAJEURE

The supplier shall not be liable for any penalty charges due to the delay in manufacture or delivery of material resulting from any causes beyond the supplier's reasonable control including but not limited to compliance with the regulations, orders or instructions of Central/State or Municipal Govt .or Agency thereto, Acts of God, acts of civil and military authorities, fires, floods, strikes, lockout, freight

embargoes, war risks, riots and civil commotion's. The supplier will seek extension of delivery period within three weeks of occurrence of such an event and clearly state the anticipated delay in supply on account of such an event/events. On receipt of such a request from the supplier, extension in the delivery period may be granted for the period for which the completion of work is proved by the supplier to have been delayed for circumstances covered by reasons of Force Majeure subject further to the condition that if the delivery period is likely to be extended by more than sixty days on account of any event, the purchaser shall have the option to accept any portion of the balance material and cancel the order for the rest provided, however, that if any material had been manufactured exclusively for the purchaser under the contract prior to the commencement of Force Majeure circumstances, it shall be accepted by the purchaser and the cancellation will be without any liability for damages on the part of the supplier and without any payment of the compensation by the purchaser.

3. PENALTY CHARGES

If the supplier fails to abide by the provisions of the Clause 'Delivery Period', he shall be liable to pay @ ½% per week or part thereof of the ex-works delivery price excluding taxes and duties (but including freight and insurance charges where break-up of FOR destination price is not available) of such portion of material as has not been delivered within the 'Delivery Period' subject to maximum of 10% of the contract value of the delayed/undelivered portion of the material.

4. TERMS OF PAYMENT

4.1 For supply of material

100% payment along with taxes and duties within 30 days after the receipt of material at site in good condition and according to specification, physical verification, successful inspection & demonstration at 400KV Substation BBMB(PW), Sewah, Panipat and record entry by the consignee in the relevant GR/MB.

4.2 Bank charges if any will be borne by the supplier.

5. NEGLIGENCE

If the supplier neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable order(s) given in writing by the purchaser in connection with purchase order or contravenes the provisions of the Purchase Order, the purchaser may give 21 days Notice in writing to the supplier to make good the failure, neglect or contravention complained of and should the supplier fail to comply with the notice within a reasonable time from the date of service thereof, in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such case(s) the purchaser shall be at liberty to take the work wholly or partly out of the hands of the supplier and re-contract at reasonable price with any other person or persons. In such an event, it shall be lawful for the purchaser to retain any such balance which may otherwise be due by him to the supplier on any account including the amount of Bank Guarantee and apply the same towards the execution of whole or balance of the work so re-contracted , as aforesaid. If no such balance is due by the purchaser to the supplier or, if due is not sufficient to cover the amount thus recoverable from the supplier, it shall be lawful for the purchaser to recover the whole or balance of the amount from the supplier by the action of the law.

6. BANKRUPTCY

If the supplier shall commit any act of the bankruptcy or being a corporation commences to be wound up except for reconstruction purposes, or carry on its business under a receiver, the executors, successors or other representative(s) in law of the state of the supplier or any such receiver, liquidator, or any persons(s) in whom the contract may become vested, shall forthwith give notice thereof in writing to the purchaser and shall for one month, during which the supplier shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the contract subject to the supplier providing such Guarantees as may be required by the purchaser but not exceeding the value of the work for the time being remaining un-executed. In the event of stoppage of the work, the period of the option under this clause shall be fourteen (14) days only. Provided that, should the above option not be exercised, the contract may be terminated by the purchaser by notice in writing to the supplier and the same powers and provisions reserved to the purchaser in the last preceding clause of taking the work out of the supplier's hands shall immediately become operative.

7. REPLACEMENT OF REJECTED MATERIAL

i) Material found damaged, sub-standard defective or not conforming to the prescribed specifications in any manner at the consignee's end, shall not be accepted and an intimation to this effect shall be given to the supplier and the purchaser by the consignee. The supplier shall rectify or replace the defective/sub-standard material forthwith and in any case, within a period of 60 days from the date of intimation of rejected supplies. If the supplier fails to rectify or replace the defective/sub-standard material or make good the damages within the period specified above, the balance payment/Bank Guarantee as the case may be, shall be with-held until the defective material has been replaced by or the advance payment made in respect thereof refunded by the supplier. The purchaser shall reserve the right to get the defects/damages rectified at the supplier's cost or to dispose off such material and adjust the sale proceeds thereof, if any, against its claim on supplier. The cost of rectification or balance of purchaser's claim against the supplier shall be adjusted from the supplier's pending dues and /or security deposits against this or any other contract in force and the balance of the cost/claim shall be recovered from the supplier by action of the law. All expenses involved in the replacement by way of handling, transportation, storage etc. shall be on supplier's account.

ii) In respect of the defective/sub-standard supplies, the date on which such a supply is replaced, shall be reckoned as the effective date of delivery there against and the delay shall be worked out accordingly with reference to the date on which the supply was due as per the terms of contract, for the purpose of determining penalty for charges recoverable under Clause-3 above.

The provisions of sub-clause (i) and (ii) above shall apply mutatis mutandis, to the material found substandard or defective during the period of warranty.

8. WARRANTY

The supplier shall be responsible to replace free of cost, with no transportation or insurance cost to the purchaser upto the destination, the whole or any part of the material which on normal and proper use proves defective in quality or workmanship, subject to the condition that the defects are noticed within 12 months from the date the material is commissioned/put to use or 18 months from the date of despatch whichever period may expire earlier. The consignee or any other officer of the purchaser actually using the material will give prompt notice of each

such defect to the supplier as well as the purchaser. The replacement shall be effected by the supplier within a reasonable time but not in any case exceeding 60 days, from the date of intimation of defects. The supplier shall also arrange to remove the defective supply within a reasonable period, but not exceeding 60 days from the date of issue of the notice in respect thereof, failing which the purchaser shall reserve the right to dispose off the defective material in any manner as considered fit at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handling etc. shall, however, be credited to the supplier's account and set off against any outstanding dues of the purchaser against the supplier.

These provisions shall also equally apply to the replaced material. In case the material is again found to be defective within a period of 12 months of its replacement, it shall also have to be replaced similarly.

9. WARRANTY DEED

The supplier shall execute a Warranty Deed(on the standard Performa to be supplied by the purchaser), on a non-judicial stamp paper required for such deeds as per the relevant act of the State in which it will be executed and signed and shall be kept valid for the Warranty period as per clause-8 above. The Warranty Deed shall be supplied immediately after placement of purchase order.

10. PERFORMANCE BANK GUARANTEE

The supplier shall furnish a performance Bank Guarantee (on a standard Performa to be supplied by the purchaser) of the value of 10% of the contract to cover the satisfactory working of the material during the period of warranty as per Clause-8 above and it shall also be kept valid till such time any claim of the purchaser is pending against the supplier. The Performance Bank Guarantee shall be furnished by the supplier one month before the commencement of delivery.

11. TESTS AND INSPECTION

11.1 Standard Tests

All the equipment/material shall comply with the requirements of the `Type Test'. Certified copies of all the test certificates/calculations/calibration certificates required shall be supplied to the purchaser for approval/ acceptance. In case test certificate(s) for any of the type tests is found to be un-acceptable by the purchaser, the supplier shall arrange to carry out the said test(s) afresh without any extra cost to the purchaser.

11.2 Certificate of Tests & Inspection

When the tests and inspection have been satisfactorily carried out by the Inspector, the test certificates of each batch of supply shall be submitted in sixtuplicate by the supplier to the Planning & Design (Power Plants) Directorate, BBMB (PW), Plot No. 6-B Sector 19-B Madhya Marg, Chandigarh-160019 for approval. The purchaser shall then convey approval of test certificates.

11.3 Material destroyed during test

Material destroyed during tests shall not be counted against quantities to be supplied against the contract and no payment whatsoever shall be made for such material.

11.4 Consignee's right of rejection

Notwithstanding any approval which the Purchaser may have given in respect of the material, it shall be lawful for the consignee to reject the material or any part thereof on behalf of the purchaser within a reasonable time after actual receipt thereof by him if the material or any part thereof is

not in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch/delivery or during transit and the supplier shall be responsible for rectification of all the defects noticed by the consignee after receipt of material.

12. TRANSPORTATION, INSURANCE & HANDLING OF MATERIAL

The supplier shall be responsible for transportation, insurance and handling of material upto the destination station as per dispatch instructions. The material shall be dispatched by Road 'Freight Pre-paid'. The purchaser shall have the right to lodge claims for shortages/damages etc. if any during transit with supplier within 30 days of receipt of material. The settlement of such claim with the underwriters shall be supplier's responsibility. In such an event the consignee shall obtain an open delivery and certification from the Carrier.

13. ARBITRATION

If at any time any question, dispute or difference whatsoever, shall arise between the purchaser and the supplier, upon or in relation to or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to award of two arbitrators, one to be nominated by the purchaser and the other to be nominated by the supplier or in the case of said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in wiring before proceeding with the reference and the decision of the arbitrators, or in the event of their not agreeing, of the umpire appointed by them shall be final and binding on the parties and the provision of the Indian Arbitration and Conciliation Act, 1996 of the rules there under and any statutory amendment/modification or re-enactment thereof, for the time being in force shall be deemed to apply and to be incorporated in the contract.

Such notice of the existence of any question, dispute or different in connection with contract shall be served by either party within 180 days of the issue of receipt by the consignee for each consignment, failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred.

The work under the contract shall, if reasonably possible, continue during the Arbitration proceedings and no payment due or payable by the purchaser shall be withheld on account of such proceedings.

14. CANCELLATION OF PURCHASE ORDER

The purchaser shall have the right to amend or cancel the order at any time before the receipt of intimation regarding manufacturing of material, if he is satisfied that the delay in execution of the order by the supplier is willful and detrimental to the interest of the purchaser. In case where after the commencement of manufacture, there is a willful delay on the part of the supplier to the manufacture/despatch of the material, the purchaser may cancel the order for whole/unexecuted portion after giving a notice of 15 days to the supplier.

15. JURISDICTION OF COURT

In case of any dispute between the parties, the Courts at Chandigarh only shall have the jurisdiction to settle/decide and adjudicate upon such disputes. Before approaching the court of law, any dispute or difference arising in connection with the contract shall be referred by either party for arbitration in accordance with Clause-13 above.

16. IMPORT LICENSE

Normally no import licence shall be provided by the purchaser for the procurement of raw material and as such, the procurement of the same will be the responsibility of the supplier. No assistance will be rendered by the purchaser in this regard. However, in case tender is submitted on FOB/FAS basis for the complete equipment necessary actual user's import licence will be arranged by the purchaser.

17. MATERIAL AND WORKMANSHIP

All the materials used in the manufacture of equipment shall be of the best quality obtainable of their respective kinds and the whole of the work shall be of the highest class, well finished and of approved design and make.

Castings shall be free from blow holes, flaws cracks or other defects and shall be smooth, close grained, and of true forms and dimensions**.**

18. INTER-CHANGEABILITY

Corresponding parts of Plant and Equipment shall be made to gauge or jig and shall be inter-changeable in every respect.

19. EXCISE DUTY & CENTRAL SALES TAX/STATE SALES TAX AND OTHER DUTIES/TAXES

A) Central Sales Tax/State Tax

The Central Sales Tax/(Punjab, Haryana, Himachal Pradesh) Sales Tax will be paid extra at concessional rate against form 'C'/'D' as applicable at the time of supply subject to rates prevailing within the contractual delivery period as per Clause-1 above. The supplier shall furnish original vouchers and or/following certificates duly recorded on the invoices and signed by the supplier:-

i) Certified that the transaction, on which Sales Tax has been claimed, has been/shall be included in the return submitted/to be submitted to the Sales Tax Authorities for the assessment of the Sales Tax and the amount claimed from the purchaser has been/shall be paid to Sales Tax Authorities.

ii) Certified that the goods on which Sales Tax has been charged have not been exempted under the Central Sales Tax Act or the rules made thereunder and the charges on account of Sales tax on these goods are correct under the provisions of the relevant act or rules made thereunder.

iii) Certified that we shall indemnify the purchaser in case it is found at a later stage that wrong or incorrect payment has been recovered on account of the sales tax paid by us.

iv) Certified that we are registered as a dealer under the Central Sales Tax in the State of _____and our Registration No. is _____for the purpose of sales tax.

B) Excise duty

The payment of the Statutory excise duty if due, will be made extra at the rates given in the supplier's quotation limited to the rates prevailing within the contractual delivery period as per Clause-i above and subject to furnishing of documentary proof of payment having been made by the supplier to the excise Department. The supplier shall also furnish the following certificates duly

recorded on the invoices and signed by him while claiming payment of Excise Duty:-

i) Certified that the sum of Rs._____(Rupees _____) towards excise duty has been paid to the Central Excise Authorities towards despatch of (Name of Materials) effected from _____(Station) to _____(Station) consigned to _____under R.R/ G.R. No._____ dated _____vide Bill No._____ dated _____.

ii) Certified that the excise duty charged is at the prevailing rates and no part of the same is refundable. In case, any excise duty paid on this material, is refunded to the supplier, it will be passed on to the purchaser.

iii) Certified that the goods, on which Excise duty has been charged, have not been exempted under the Central Excise Duty and the Central Excise duty charged on these goods is not more then what is payable under the provisions of the relevant act or rules made there under.

iv) Certified that we shall indemnify the purchaser in case it is found at a later stage that wrong or incorrect payment has been recovered on account of Excise Duty paid by us

C) Octroi /Entry Tax and other duties/taxes

Octroi/Entry Tax and other duties /taxes, if leviable on the finished goods at the station of despatch at the time of supply shall be paid as actuals subject to production of original payment documents and subject to the rates prevailing within the contractual delivery period as per Clause-I above, if the same have not been included in the quoted prices. To avoid any complication, with regard to Octroi/entry tax at the destination station, the material shall be despatched in the name of consignee and not to self. However, Octroi charges/entry tax as applicable at the destination station shall be borne by the purchaser

D) Income Tax and Work Contract Tax

Income tax and work contract tax, as applicable at the time of execution of the contract shall be deducted at source by the paying authority.

E) Service Tax

Service tax as applicable at the time of execution of the contract/work subject to rates prevailing within the contractual delivery period shall be paid by the purchaser.

20. PACKING

All apparatus and equipment shall be securely packed for safe delivery at destination and the supplier shall be responsible for all losses or damages caused or occasioned, due to improper or defective packing. Double boxing to give extra protection to the equipment against mechanical injury shall be used, if required. Our's is an **ISO 14001:2004 certified organization** and thereby expects that our supplier also employs environmentally sound practices. Therefore, packing material should be **biodegradable** in nature. Due care should be taken during handling and transportation for the prevention of pollution.

All parts requiring protection form moisture including polished parts which rust rapidly, shall be double boxed with trapper or in such other approved manner. All parts such as coils, parts containing coils for electrical machines, instruments, relays, meters etc. requiring utmost protection against moisture shall be packed in metal lined sealed boxes with trapper or sisal craft paper or any other approved

material inserted between the metal lined box and the outer layer of boxing. All boxes shall be marked with signs indicating the up and down sides of the boxes and unpacking instructions considered necessary by the supplier. The contents of the boxes shall have place marks corresponding to the number in the packing list to enable easy identification. The prices include packing charges also and as such, no extra payment shall be made on this account.

21. TRAINING

The supplier shall provide the training free of cost to the satisfaction of BBMB personnal at BBMB's 400kV Substation, Panipat for one day to the staff to make them well conversant with the equipment during inspection and demonstration as per Clause no.- 11. M.O.M shall contain reference to this aspect.

22. SIGNING OF PURCHASE ORDER

The supplier will be furnished with three copies of the purchase order. Two copies shall be retained by the supplier and the third copy of purchase order will be returned by the supplier to the purchaser after signing each and every page of the P.O. by his authorized representative in token of the unconditional acceptance of the purchase order. The supplier shall also furnish documentary proof evidencing that the signatory is an authorized representative of the supplier.

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ANNEXURE-C

Method of Raising Invoice

i) None of the Equipment shall be dispatched without proper dispatch authorization to be issued by the purchaser. The particulars of the material to be dispatched should be furnished strictly as per **Annexure-E** attached here with.

ii) All Equipments shall be consigned to the concerned SDOs as per the **Annexure-E**. The material shall be dispatched through Road transport only. The supplier shall be responsible for safe and satisfactory transport and delivery of the equipments up to FOR destination.

iii) The invoice shall be prepared in six triplicate (6 copies). The **original copy** together with dispatch note/challan showing the amount due, name of concerned consignee, destination, description of consignment number of packages, packing list. Total weight of consignment, special markings thereon if any, vehicle no. if possible, alongwith the other supporting documents duly endorsed in favour of the concerned consignee and dispatch authorization issued by the purchaser and other required documents as per order shall be **sent to the consignees** as per **Annexure-D** alongwith the material . The **second copy** shall be sent to Sr. Account Officer, BBMB, Dhulkote as per **Annexure-D**, **Third copy** along with copy of dispatch note/challan shall be sent to consignee as mentioned in the **Annexure – D** direct in advance, **Fourth copy** to Sr.Xen/O&M 220kV Substations Dhulkote *as per* ***Annexure - D***. and **Fifth copy** to S.E/O & M.,Circle, BBMB (PW), Jamalpur (Ludhiana) as the case may be. and **Sixth copy** shall be sent to P.O purchasing authority

iv) The supplier shall give at least 10 days advance notice before dispatch to the paying authority viz. Sr. Accounts Officer, BBMB, Dhulkote(Ambala) and consignees as per details given in **Annexure-D** and supply them a copy of the invoice for arranging funds and completion of other formalities, failing which demurrage charges shall be to the account of the supplier. Copies of such intimation shall be sent to the PO placing authority also.

v) The payment shall be made by Sr. AO, BBMB, Dhulkote (Ambala) through crossed Cheque drawn on Nationalized Bank Ambala at their respective location as per **Annexure-D**.The invoices should bear the complete description of the equipment covered therein. It should be certified thereon.-

- That all Equipments for which payment has been claimed in the invoice has actually been dispatched and payment for any item/material(if any) which has not been dispatched is not being claimed
- That the requisite Performance Bank Guarantee and Warranty Deed as per the provision of the P.O. have been submitted and accepted.
- The equipment shall be dispatched correctly to the consignee as per Provisions of P.O. Any delay in delivery on account of wrong dispatches and other consequent damages shall be to supplier's account

ANNEXURE – D

DISPATCH INSTRUCTIONS

for Leakage Current Meter for Protection and Control (P&T) Cell , BBMB, Chandigarh

Sr. No.	Description	Qty.	Required for BBMB	Name of Consignee	Name of concerned Division	Name of Circle Office	Name of concerned payment authority
1	Leakage Current Meter (LCM) for P&T Cell, BBMB, Chandigarh alongwith accessories as per details given in technical specification.	1 No.	P&T Cell, BBMB, Chandigarh	SDO./TL 220KV S/Stn. BBMB, Dhulkote (Ambala)	Addl. S.E/O&M Division 220KV S/Stn., BBMB, Dhulkote (Ambala).	Superintending Engineer, O&M Circle, BBMB, Jamalpur (Ludhiana)	Sr. Accounts Officer, 220KV S/Stn. BBMB, Dhulkote (Ambala)

TIN No - RTKO00421B

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ANNEXURE-E

BILL OF MATERIAL

S. No.	Description	Quantity
1.	Leakage Current Meter (LCM), Model No.- LCM 500 Make Doble Transinor, Norway)	1 No.
2.	Clips on current transformer	1 No.
3.	Field Probe	1 No
4.	User Manual	2 Nos
5.	Data Management and analysing software on CD/DVD	1 No
6.	Power Cable for AC Supply	1 No
7.	Computer interface Cable	1 No
8.	Earth Lead as per requirement	1 No
9.	Insulated sticks for lifting field probe	1 Set
10.	Battery set	1 Set
11.	Charger for above Battery if not Built-in.	1 No

Note:- ***These accessories are indicative in nature. Any other accessory required for carrying out functions as per specified requirement shall be deemed to be included in scope of supply, whether it is specifically mentioned or not.***

APPENDIX-I

WARRANTY DEED

(To be executed on the appropriate value of Non-Judicial Stamp Papers)

This warranty deed made this day the_____ between Messers (supplier's name) through _____ hereinafter referred to as "The supplier" which expression shall include its legal representatives, successors and assigns of the one part, and the Bhakra Beas Management Board, Chandigarh through Chief Engineer/System Operation, a statutory body constituted under Section 79 (1) read with Section-80 (6) of Punjab Re-organization Act, 1966 hereinafter referred to as " the Board" which expression shall include its successors and assigns of the other part.

Where as the Board has placed on the supplier P.O. No._____ for the design, manufacture, testing, supply, delivery and commissioning of the material as specifically and fully described in the said P.O. and whereas the above said P.O. has been accepted and whereas the above said P.O. has been accepted by the Supplier vide their letter No._____ thus constituting a legally enforceable contract between the parties above named.

NOW THEREFORE THIS DEED WITNESSTH AND THE SUPPLIER HEREBY WARRANTIES AS UNDER:-

That the supplier shall be responsible to replace free of cost, with no transportation or insurance cost to the Board upto the destination, as specified in the said P.O. or the Despatch instructions issued in pursuance of the said P.O. the whole or any part of the material which in normal and proper use proves defective in quality or workmanship subject to the condition that the defect is noticed within 12 months from the date the material is commissioned/put to use by the end user or 18 months from the date of dispatch whichever period may expire earlier. The consignees or any other representative of the Board actually using the material will give prompt written notice of each such defect to the supplier. The replacement shall be affected by the supplier within a reasonable time but not in any case exceeding 60 (Sixty) days. The supplier shall also arrange to remove the defective supply within a reasonable period but not exceeding 60days from the date of issue of the notice in respect thereof, failing which the Board shall reserve the right to dispose off the defective material in any manner considered fit by it at the sole risk and cost of the supplier. Any sale proceeds of the

defective material after meeting the expenses incurred on its custody, disposal, handling etc. shall however, be credited to the supplier's account and set off against any outstanding dues of the Board against the supplier.

That the above provisions shall also equally apply to the replaced material. In case the material is again found to be defective within a period of 12 months of its replacement, it shall also have to be replaced similarly.

The supplier further declares that this deed has been executed by its lawfully constituted attorney legally competent to sign and execute and has been stamped as required under the relevant Act of the State in which it has been executed & signed and that the warranty herein before contained shall not be affected by any change in the constitution of the supplier.

In witness whereof the parties hereto have executed this deed on the date and year first above mentioned.

Witness:-

1. Signature:_____ For and on behalf of the supplier:
   Name & full address Signature:_____

2. Signature :_____ Name & Designation:-
   Name & full address.

Witness:-

1. Signature:_____ For and on behalf of the Board
   Name & full address:- Signature:_____

2. Signature:_____ For and on behalf of the Board
   Name & full address:- Signature:_____

APPENDIX-II

PERFORMANCE BANK GUARANTEE

(TO BE EXECUTED ON THE APPROPRIATE VALUE OF NON-JUDICIAL STAMPED PAPERS)

This agreement is made this _____day of _____ between M/S (Banker's Name)_____through a company registered under the Companies Act, 1956/Banking Statute/ a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertaking) Act V or 1970 having its registered office at _____hereinafter called the "Guarantor" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the first part, M/S _____through (designation of the person signing The Bank Guarantee _____on behalf of the supplier a company registered under companies Act, 1956, having its registered office at (Address of Registered office_____) hereinafter called the "Supplier" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the second part and the Bhakra Beas Management Board, Chandigarh through Chief Engineer/SO, a statutory body constituted under Section 79 (1) read with Section-80 (6) of the Punjab Re-organization Act, 1966 hereinafter called the 'Board' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the third part.

Whereas the supplier had, interalia, agree to supply to the Board_____(hereinafter called the "said equipment) on the terms and conditions contained in the P.O. No._____ dt._____ (hereinafter_____ called the "said P.O..") Placed by the Board on the supplier and unconditionally accepted by the supplier.

And whereas under Clause 10 of Annexure-B of the said P.O. the supplier is required to furnish a Bank Guarantee for a sum of Rs. _____(Rupees_____ being the_____ value of all the consignments of the said equipment on account of retention money, which but for this guarantee would be withheld by the Board till such time that the said equipment is received in good condition by the Board and in accordance with the specifications of the same and the said equipment has given satisfactory performance during its warranty period as per Clause 8 & 9 of the Annexure-B of the said P.O. and also till such time that any claim of the Board is

pending against the supplier, to guarantee the payment of the retention money on bill submitted against supply of the said equipment on order from time to time upto a maximum amount of the sum of Rs. _____ (Rupees_____).

And whereas at the request on the supplier the Board has agreed not to retain 10% of the contract price of all the consignments and in lieu thereof to accept a Bank Guarantee equivalent to the 10% of the contract price of all the consignments from the guarantor for the aforesaid purposes & for the due performance of the said PO by the supplier on the terms & conditions hereinafter contained, this deed, witnesseth and it is hereby agreed by and between the parties hereto as follows:-

The Guarantor hereby guarantees to the Board the quality, workmanship and design of the said equipment in accordance with the prescribed specifications and the terms of the said P.O. and that the said equipment when received by the Board shall be in good condition and shall give satisfactory performance during its warranty period as per Clause 8 of Annexure-B of the said P.O. and agrees to indemnify and keep indemnified the Board to the extent of Rs._____ in the aggregate against all losses, damages, cost, charges and expenses which may be suffered or incurred by the Board on account of non-receipt of the said equipment in good condition or on account of any defect in the said equipment or on account of any breach or breaches on the part of the supplier of any of the terms and conditions of the said P.O. in the supply of and during the warranty period of the said equipment. The guarantor further agrees that the Board shall be the sole judge whether or not the supplies have been made according to the prescribed specifications, design and workmanship and laid down in the said P.O. and whether or not the said equipment has been received in condition by the board and whether or not the said equipment has given satisfactory performance during its warranty period and whether or not the supplier has committed breach or breaches of any of the terms and conditions of the said P.O. and the extent of loss, damages, cost, charges or expenses suffered or incurred by the Board on account thereof. The guarantor hereby guarantees and undertakes to release & pay immediately the amount of Rs._____ to the Board on receipt of written instructions from the Board and the supplier shall not have any right or cause to interfere. All rights to get the Bank Guarantee encashed shall rest with the Board solely at its discretion without assigning any reason whatsoever.

The guarantor further agrees that this guarantee shall remain in full force and effect for 12 months from the date the material is commissioned /put to use or 18 months from the date of dispatch which ever period may expire earlier. This guarantee shall be revalidated subsequently for a further period, if required, under Clause 10 of Annexure-B of the said P.O. so as to cover P.O. and also till such time any claim of the Board is pending against the supplier.

The guarantor also agrees and undertakes not to revoke this guarantee before the same is discharged as aforesaid except with the previous consent of the Board in writing.

The Guarantor hereby further agrees that the Board shall have the fullest liberty without affecting in any manner obligation of the guarantor hereunder with or without the consent of the guarantor to vary any of the terms of the said P.O. or to extend time of performance of the said P.O. by the supplier from time to time or to postpone for any time or from time to time any of the powers exercise-able by the Board against the supplier and either to forebear or enforce any of the terms or conditions relating to the said P.O. and the Guarantor shall not be relieved from his liability by reason of any variations or any extension being granted to the supplier or for any variations or any extension being granted to the supplier or for any forbearance, act or commission on the part of the Board, or any indulgence by the Board to the supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor, nor would it be necessary for the Board to sue the supplier before suing the said guarantor for the amount/damages due under this deed of guarantee.

The guarantor hereby further affirms and declares that this guarantee has been executed by their lawfully constituted attorney legally competent to sign and Execute and has been stamped as required for such guarantees under the relevant Act of the state in which it has been executed and signed and the guarantee herein before contained shall not be affected by any change in the Constitution of the Guarantor (Bank) or the Constitution of the supplier.

The Guarantor hereby further agrees that any claim or dispute arising under this deed shall fall within the exclusive jurisdiction of courts at Chandigarh.

Notwithstanding, anything herein before contained the Guarantor's liability under this guarantee is restricted to Rs._____/- (Rupees_____). The guarantee shall remain valid upto_____. Unless claim in writing is presented to the guarantor within six months from that date and if unpaid, a suit or action to enforce such claim under this guarantee is filed against the guarantor within said period of six months all the rights of the Board under the said guarantee shall be forfeited and the guarantor shall be released and discharged from all liability thereunder.

In witness whereof the parties hereto have put their perspective hands on the day and the year first above mentioned.

Witness: For & on behalf of the **Guarantor.**

1. Signatures: _____
   Name & Designation_____

Witness: For and on behalf of the **Supplier.**

2. Signatures: _____
   Name & Designation_____

Witness: For and on behalf of the **Board.**

3. Signatures: _____
   Name & Designation_____

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